

# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms," is modified as follows:**

**"2.1 Further Extended Terms. The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."**

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com) . Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: SLDMWA

By: Jason Smith

Dated: 6/26/17

# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms," is modified as follows:**

**"2.1 Further Extended Terms.** The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com). Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: SAN JOAQUIN TRIBUTARIES AUTHORITY



By: Steve Knell, P.E.

Dated: June 20, 2017



# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms," is modified as follows:**

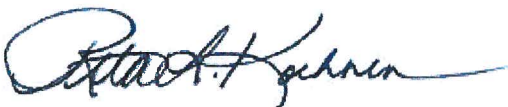
**"2.1 Further Extended Terms.** The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com). Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: SAN JOAQUIN VALLEY DRAINAGE AUTHORITY  
By: Jaron P. [Signature]  
Dated: 7/13/17

# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms" is modified as follows:**

**"2.1 Further Extended Terms. The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."**

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com). Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: State Water Contractors

By: [Signature]

Dated: 3/11/17



# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms," is modified as follows:**

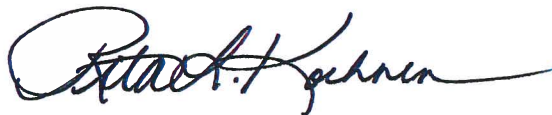
**"2.1 Further Extended Terms.** The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com) . Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: Port of Stockton

By: [Signature]

Dated: June 15, 2017

# PORT OF STOCKTON

Phone: (209) 946-0246



Fax: (209) 465-7244

May 31, 2017

Jason Peltier, Executive Director  
San Luis Delta Mendota Water Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Allison Febbo  
State Water Contractors  
1121 "L" Street  
Sacramento, CA 95814-3926

Tim O'Laughlin  
San Joaquin Tributaries Authority  
117 Meyers Street, Suite 110  
Chico, CA 95928-6592

Jeff Wingfield, Director of Environmental &  
Public Affairs  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95303-2942

Jason Peltier, Executive Director  
San Joaquin Valley Drainage Authority  
P. O. Box 2157  
Los Banos, CA 93635-2157

Francis I. Chung, Chief, Bay-Delta Office  
California Department of Water Resources  
1416 9<sup>th</sup> Street, Room 215-37  
Sacramento, CA 95814-5511

**SUBJECT: Extension of the 2014 Agreement for Funding & Operation of the Dissolved Oxygen Aeration Facility at the Port of Stockton (hereinafter Agreement) past 2016 Amendment**

As you know, no party objected to 2016 Amendment to the 2014 Agreement to allow for the continuation of the 2014 Agreement through May 31, 2017. From June 2017 through May 31, 2019, the Port of Stockton intends to continue to operate the Dissolved Oxygen Aeration Facility according to the terms of the signed 2014 Agreement and suggests extending the 2016 Amendment for two years, until May 31, 2019, by making the following modification pursuant to Section 8.1 of the 2014 Agreement, as follows:

**"Section 2.1 Further Extended Terms," is modified as follows:**

"2.1 Further Extended Terms. The Parties and DWR may agree to additional renewal periods (each referred to as a "Further Extended Term") upon the express written consent of the Parties and DWR agreeing to such Further Extended Term."

Execution of this 2017 Amendment by the Parties and DWR shall constitute their express written consent to one Further Extended Term, commencing June 1, 2017 through May 31, 2019. During this time, the Port will operate under the conditions of the 2014 Agreement, but would like to modify

Section 3.4 to read that no payment to the Port of Stockton is required from any of the Parties to the 2014 Agreement in years 2017 through May 31, 2019. The Port of Stockton agrees as specified in Section 3.1a of the 2014 Agreement to utilize funding from existing available funds according to the Allocation of Funding Commitment shown in Section 3.2.

If the Port of Stockton does not hear to the contrary, these two changes will take effect on June 10, 2017 in accordance with the dates described in Section 2 of the Agreement.

If you have any questions regarding the proposed changes, please give me a call at 209-946-0246 or e-mail me at [rkoehnen@stocktonport.com](mailto:rkoehnen@stocktonport.com) . Otherwise, please execute and return the acknowledgement below to document each Party's agreement with our proposed modifications.



Rita L. Koehnen

Environmental Specialist  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203-2942

#### AGREEMENT

The undersigned authorized representative of the Party listed below acknowledges that the above letter documents the agreement of the Parties to modify the terms of the Agreement for Funding and Operation of the Dissolved Oxygen Facilities during the extension term between June 1, 2017 and May 31, 2019.

Party: California Department of Water Resources

By: Frankie Chung

Dated: 7/16/2017